

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

| | | |
|--|---|-------------------------------|
| DALE STRAWN, |) | |
| |) | AT LAW AND IN ADMIRALTY |
| Plaintiff, |) | |
| |) | No. |
| v. |) | |
| |) | COMPLAINT FOR PERSONAL INJURY |
| HAL NEDERLAND N.V., a Curacao |) | |
| corporation; HOLLAND AMERICA LINE |) | |
| N.V., a Curacao Corporation; HOLLAND |) | |
| AMERICA LINE, INC., a Washington |) | |
| corporation; HOLLAND AMERICA LINE- |) | JURY TRIAL DEMANDED |
| USA, INC., a Delaware corporation; STEINER |) | |
| MANAGEMENT SERVICES, LLC a Florida |) | |
| Limited Liability Company; STEINER |) | |
| TRANSOCEAN, LTD., a Bahama Corporation; |) | |
| STEINER TRANSOCEAN, U.S., INC., a |) | |
| Florida Company; and UNKNOWN |) | |
| DEFENDANTS 1- 4. |) | |
| |) | |
| Defendants. |) | |

COMES NOW Plaintiff Dale Strawn by and through his attorneys of record, Harris & Moure
pllc, to aver and state as follows:

I. JURISDICTION

1. This is a claim for personal injuries sustained aboard the cruise vessel, M/S
RYNDAM (the "Vessel"), on navigable waters, against the owners, charterers, and operators of the
Vessel. This court has jurisdiction under 28 U.S.C. § § 1332 and 1333, and under the contract(s) of

1 carriage under which the claims are brought. Jurisdiction also is based on diversity of citizenship.
2 The amount in controversy exceeds \$75,000. The claims are also filed under Rule 9(h) of the Federal
3 Rules of Civil Procedure. This Court also has personal jurisdiction over the Steiner defendants under
4 the minimum contacts test of *International Shoe Co. v. Washington*, 326 U.S. 310 (1945), because
5 the Steiner defendants have, and still have, sufficient dealings with this district to make it reasonable
6 to require it to defend against a lawsuit here. The Steiner defendants' activities in this district have
7 been and continue to be continuous and systematic, and the claims set forth in this complaint are
8 related to those activities, and the Steiner defendants presumably sell their services into Washington
9 to Washington residents.
10

11 II. VENUE

12 2. Venue is based upon 28 U.S.C. § 1391 in that defendants Holland America have their
13 principal place of business in Seattle, Washington. Venue also lies in this Court pursuant to the terms
14 of the passenger contract. Venue also lies in this Court in that the Steiner defendants have, and still
15 have, sufficient dealings with this district to make it reasonable to require them to defend against a
16 lawsuit here.
17

18 III. PARTIES

19 3. At all times relevant and material to this complaint, Plaintiff Dale Strawn was and is a
20 citizen of South Carolina.
21

22 4. Defendant Holland America Line, Inc., was the agent of Holland America Line N.V.,
23 and Hal Nederland N.V., that booked the cruise purchased by Plaintiff. At all times relevant and
24 material to this complaint, defendant Holland America Line, Inc., was and is a Washington
25 corporation, with its principal place of business in Seattle, Washington.
26

1 5. At all times relevant and material to this complaint, defendant Holland America Line
2 N.V., was the charterer and operator of the Vessel. Holland America Line N.V., is a corporation, or
3 other business entity, incorporated and/or operating under the laws of Curacao.

4 6. At all times relevant and material to this complaint, defendant HAL Nederland N.V.,
5 was the owner of the Vessel. HAL Nederland N.V., is a corporation, or other business entity,
6 incorporated and/or operating under the laws of Curacao.

7 7. Upon information and belief, at all times relevant and material to this complaint,
8 Steiner Management Services, LLC, Steiner Transocean, LTD, and/or Steiner Transocean, U.S.,
9 Inc., (the “Steiner defendants”) were the operators, managers, and/or overseers of the spa activities
10 on the Vessel, including the sauna in question.

11 8. At all times material, the Unknown Defendants were agents, employees, joint
12 ventures, contractors, and or partners with the other defendants in the joint performance, operation
13 and/or control of the spa area where the sauna in question was located on the Vessel.

14 9. At all times relevant and material to this complaint, each of the defendants were
15 agents, employees, and/or representatives of each other and acted within the course and scope of
16 their employment and/or agency and/or acted for a common purpose or as part of a joint venture.

17 10. At all times relevant and material to this complaint, defendants acted through their
18 agents, employees, and/or representatives, who in turn acted within the scope of their employment
19 and/or agency.

20 11. At all times relevant and material to this complaint, defendants, jointly and/or
21 severally owned, operated, leased, managed, and/or exercised right of control over the Vessel.
22

1 12. At all times relevant and material to this complaint, one or more of the defendants
2 were bound by contract(s) or agreement(s) with each other and/or with other parties, requiring
3 defendants, either on their own behalf and/or on behalf of some or all of the other defendants, to
4 repair, maintain, inspect, and otherwise control the Vessel, including its saunas, so that it would be
5 safe for use by passengers and invitees.
6

7 IV. FACTUAL BACKGROUND

8 13. On or about February 16, 2015, Mr. Strawn, a fare-paying passenger of the Vessel,
9 was on the Vessel when he entered a sauna. Mr. Strawn passed out in the sauna and suffered serious
10 injuries. Mr. Strawn was airlifted to a hospital in Miami based upon the belief that his life was in
11 danger and that he had suffered brain damage. Mr. Strawn spent approximately ninety-five (95) days
12 in an intensive care burn unit, and about four months total in hospital, all as a result of his serious
13 injuries.
14

15 14. At all times material and relevant to this complaint, the area in which Plaintiff was
16 injured on defendants' Vessel was under the exclusive control of one or more of the defendants.

17 V. CAUSE OF ACTION 18 NEGLIGENCE

19 15. Plaintiff realleges each allegation set forth in paragraphs 1 through 14 above as
20 though fully set forth herein.

21 16. Defendants owed a duty to warn Plaintiff and the other passengers and invitees on the
22 Vessel of the hazards posed aboard the Vessel.

23 17. Defendants knew and/or should have known that their failure to warn passengers and
24 invitees on the Vessel of the hazards could lead to injuries to those passengers and invitees.
25
26

1 18. Defendants owed a duty to maintain, inspect, operate, and otherwise control the
2 Vessel, and its saunas, and to provide a hazard-free environment on board the Vessel, so that it
3 would be safe for use by its passengers and invitees, including Plaintiff.

4 19. Defendants knew or should have known of the dangerous conditions of the sauna, and
5 that a dangerous condition would cause injuries to passengers and invitees in the Vessel's sauna,
6 absent adequate safety measures.

7 20. The circumstances under which Dale Strawn was injured were such that Mr. Strawn
8 could not have incurred those injuries except by defendants' negligence.

9 21. Defendants' negligence consisted of, among other things, the following:

10 (a) Allowing a dangerous condition to exist in the sauna that defendants knew or should
11 have known created a dangerous hazard to passengers and invitees;

12 (b) Failing to operate the Vessel in a safe and responsible manner;

13 (c) Failing to warn passengers of the dangerous, hazardous, and unsafe conditions on the
14 Vessel;

15 (d) Failing to take responsible precautions against dangerous, hazardous, and unsafe
16 conditions of the Vessel's sauna;

17 (e) Failing to maintain and/or design the Vessel's sauna;

18 (f) Failing to make reasonable efforts to ensure that passengers, such as the Plaintiff, would
19 not sustain injury while in the Vessel's sauna;

20 (g) Failing to have in place an adequate and safe timing mechanism to ensure that
21 passengers, such as Plaintiff, would not sustain injury while using the sauna on the Vessel;

22 (h) Failing to adequately monitor the sauna;

1 (i) Failing to warn or adequately warn passengers, including the Plaintiff, to be careful using
2 the sauna on the Vessel;

3 (j) Failing to properly and adequately hire and/or instruct agents and/or employees as to safe
4 and proper operation, maintenance, inspection, and correction and repair of dangerous conditions on
5 the Vessel, including the dangerous condition or conditions that caused Plaintiff's injuries;
6

7 (k) Operating an instrumentality with known design and/or operational flaws, in disregard
8 of the safety of passengers and invitees;

9 (l) Failing to provide adequate medical treatment on the Vessel;

10 (m) Such other negligent acts and/or failures to act as may be revealed during the course of
11 this action.

12 22. Defendants' negligent actions and failures to act directly and proximately caused Mr.
13 Strawn's bodily injury and severe mental and physical pain.

14 23. Defendants had a duty to protect Mr. Strawn from dangers unique in maritime travel.

15 24. Defendants breached their duties by acting negligently and by negligently failing to
16 act.
17

18 25. Defendants' breaches of their duties to Mr. Strawn directly and proximately caused
19 Mr. Strawn's physical and emotional injuries.

20 26. As a direct and proximate result of defendants' negligence, Mr. Strawn required
21 medical attention and care for his injuries.
22

23 27. As a direct and proximate result of defendants' negligence, Mr. Strawn incurred
24 expenses for medical care, for which defendants are liable.
25
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1 28. As a direct and proximate result of defendants' negligence, Mr. Strawn will require
2 additional medical care and additional expenses, for which defendants are liable.

3 29. As a direct and proximate result of defendants' negligence, Mr. Strawn has incurred
4 and will continue to incur expenses and losses, for which defendants are liable.

5 30. As a direct and proximate result of defendants' negligence, Mr. Strawn has suffered
6 and will continue to suffer physical pain, aches, mental anguish, inconveniences, and loss of life's
7 pleasures, for which defendants are liable.
8

9 **VI. PRAYER FOR RELIEF**

10 WHEREFORE Plaintiff prays that this court enter judgment in his favor, against defendants,
11 jointly and severally, as follows:

12 (a) For general, special, incidental, and consequential damages incurred and to be
13 incurred as the direct and proximate result of the acts and omissions of the defendants and or their
14 agents, employees, and all other persons or entities which may be vicariously liable, in an amount to
15 be proven at trial;
16

17 (b) For medical costs and expenses, past and future, in an amount to be proven at trial;

18 (c) For costs and disbursements already incurred;

19 (d) For punitive damages, as may be permitted by applicable law, because defendants
20 have had multiple injuries due to failure to properly monitor its saunas and, upon information and
21 belief, have done nothing to addresses this issue including having failed to install a timer in its
22 saunas;
23

24 (e) For prejudgment interest and attorneys' fees, to the extent permitted by law or equity;

25 (f) For other such relief as the Court deems just and equitable.
26

VII. JURY DEMAND

Plaintiff Dale Strawn demands a trial by jury on all issues herein triable to a jury.

DATED this 12th of February, 2016.

HARRIS & MOURE, pllc

By 

Charles P. Moure, WSBA#23701
Hilary Bricken, WSBA #43000
Attorneys for Plaintiff, Dale Strawn